

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

TARGUS GROUP INTERNATIONAL,  
INC., a Delaware corporation,

Case No. SACV15-01232-JVS-JCG  
Hon. Magistrate Judge Jay C. Gandhi

**Plaintiff,**

# **STIPULATED PROTECTIVE ORDER**

UNITED STATES LUGGAGE  
COMPANY d/b/a SOLO, a New York  
limited liability company,

**Defendant.**

1     1. PURPOSES AND LIMITATIONS

2         Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may be  
5 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does not  
7 confer blanket protections on all disclosures or responses to discovery and that the  
8 protection it affords from public disclosure and use extends only to the limited information  
9 or items that are entitled to confidential treatment under the applicable legal principles. The  
10 parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated  
11 Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that will  
13 be applied when a party seeks permission from the court to file material under seal.

14         Good cause exists for this Court to enter the Order. In the course of pre-trial  
15 discovery, disclosure may be sought of technical, marketing, personnel, and financial  
16 information that contains highly confidential, trade secret, or proprietary information of the  
17 parties. For example, through document requests and interrogatories, the parties may seek  
18 discovery from one another in this case that requires the parties to disclose information  
19 relating to highly confidential technical product specifications and data; confidential  
20 business relationships with third parties; and detailed product cost, sales, and profitability  
21 information. Such information is maintained confidentially by each of the parties, and the  
22 parties believe that its disclosure beyond the limits set forth herein would substantially  
23 injure the disclosing party and provide a significant competitive advantage for competitors  
24 of the parties (including the receiving party), if such competitors had access to the sensitive  
25 information identified above.

26     2. DEFINITIONS

27         2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
28 information or items under this Order.

2.2    **“CONFIDENTIAL” Information or Items:** information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

**2.5 Disclosure or Discovery Material:** all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's competitor.

2.7    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

1           2.10 Party: any party to this action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
3 staffs).

4           2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
5 Material in this action.

6           2.12 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
8 and organizing, storing, or retrieving data in any form or medium) and their employees and  
9 subcontractors.

10          2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
11 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12          2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
13 Producing Party.

14 3. SCOPE

15          The protections conferred by this Stipulation and Order cover not only Protected  
16 Material (as defined above), but also (1) any information copied or extracted from  
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
18 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel  
19 that might reveal Protected Material. However, the protections conferred by this Stipulation  
20 and Order do not cover the following information: (a) any information that is in the public  
21 domain at the time of disclosure to a Receiving Party or becomes part of the public domain  
22 after its disclosure to a Receiving Party as a result of publication not involving a violation  
23 of this Order, including becoming part of the public record through trial or otherwise; and  
24 (b) any information known to the Receiving Party prior to the disclosure or obtained by the  
25 Receiving Party after the disclosure from a source who obtained the information lawfully  
26 and under no obligation of confidentiality to the Designating Party. Any use of Protected  
27 Material at trial shall be governed by a separate agreement or order.

1     4.    DURATION

2       Even after final disposition of this litigation, the confidentiality obligations imposed  
3 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or  
4 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
5 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final  
6 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
7 trials, or reviews of this action, including the time limits for filing any motions or  
8 applications for extension of time pursuant to applicable law.

9     5.    DESIGNATING PROTECTED MATERIAL

10       5.1    Exercise of Restraint and Care in Designating Material for Protection. Each  
11 Party or Non-Party that designates information or items for protection under this Order  
12 must take care to limit any such designation to specific material that qualifies under the  
13 appropriate standards. To the extent it is practical to do so, the Designating Party must  
14 designate for protection only those parts of material, documents, items, or oral or written  
15 communications that qualify – so that other portions of the material, documents, items, or  
16 communications for which protection is not warranted are not swept unjustifiably within  
17 the ambit of this Order.

18       Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
19 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
20 unnecessarily encumber or retard the case development process or to impose unnecessary  
21 expenses and burdens on other parties) expose the Designating Party to sanctions.

22       If it comes to a Designating Party's attention that information or items that it  
23 designated for protection do not qualify for protection at all or do not qualify for the level  
24 of protection initially asserted, that Designating Party must promptly notify all other parties  
25 that it is withdrawing the mistaken designation.

26       5.2    Manner and Timing of Designations. Except as otherwise provided in this  
27 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or

1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
2 must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents,  
5 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
6 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” to each page that contains protected material. If only a  
8 portion or portions of the material on a page qualifies for protection, the Producing Party  
9 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in  
10 the margins) and must specify, for each portion, the level of protection being asserted.

11 A Party or Non-Party that makes original documents or materials available for  
12 inspection need not designate them for protection until after the inspecting Party has  
13 indicated which material it would like copied and produced. During the inspection and  
14 before the designation, all of the material made available for inspection shall be deemed  
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party  
16 has identified the documents it wants copied and produced, the Producing Party must  
17 determine which documents, or portions thereof, qualify for protection under this Order.  
18 Then, before producing the specified documents, the Producing Party must affix the  
19 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
20 EYES ONLY”) to each page that contains Protected Material. If only a portion or portions  
21 of the material on a page qualifies for protection, the Producing Party also must clearly  
22 identify the protected portion(s) (e.g., by making appropriate markings in the margins) and  
23 must specify, for each portion, the level of protection being asserted.

24 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
25 that the Designating Party identify on the record, before the close of the deposition,  
26 hearing, or other proceeding, all protected testimony and specify the level of protection  
27 being asserted. When it is impractical to identify separately each portion of testimony that  
28 is entitled to protection and it appears that substantial portions of the testimony may qualify

1 for protection, the Designating Party may invoke on the record (before the deposition,  
 2 hearing, or other proceeding is concluded) a right to have up to 21 days to identify the  
 3 specific portions of the testimony as to which protection is sought and to specify the level  
 4 of protection being asserted. Only those portions of the testimony that are appropriately  
 5 designated for protection within the 21 days shall be covered by the provisions of this  
 6 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the  
 7 deposition or up to 21 days afterwards if that period is properly invoked, that the entire  
 8 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
 9 ATTORNEYS’ EYES ONLY.”

10 Parties shall give the other parties notice if they reasonably expect a deposition,  
 11 hearing or other proceeding to include Protected Material so that the other parties can  
 12 ensure that only authorized individuals who have signed the “Acknowledgment and  
 13 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a  
 14 document as an exhibit at a deposition shall not in any way affect its designation as  
 15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

16 Transcripts containing Protected Material shall have an obvious legend on the title  
 17 page that the transcript contains Protected Material, and the title page shall be followed by  
 18 a list of all pages (including line numbers as appropriate) that have been designated as  
 19 Protected Material and the level of protection being asserted by the Designating Party. The  
 20 Designating Party shall inform the court reporter of these requirements. Any transcript that  
 21 is prepared before the expiration of a 21-day period for designation shall be treated during  
 22 that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 23 EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period,  
 24 the transcript shall be treated only as actually designated.

25 (c) for information produced in some form other than documentary and for any  
 26 other tangible items, that the Producing Party affix in a prominent place on the exterior of  
 27 the container or containers in which the information or item is stored the legend  
 28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If

1 only a portion or portions of the information or item warrant protection, the Producing  
2 Party, to the extent practicable, shall identify the protected portion(s) and specify the level  
3 of protection being asserted.

4       5.3   Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
5 designate qualified information or items does not, standing alone, waive the Designating  
6 Party's right to secure protection under this Order for such material. Upon timely correction  
7 of a designation, the Receiving Party must make reasonable efforts to assure that the  
8 material is treated in accordance with the provisions of this Order.

9       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

10       6.1   Timing of Challenges. Any Party or Non-Party may challenge a designation of  
11 confidentiality at any time. Unless a prompt challenge to a Designating Party's  
12 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
13 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party  
14 does not waive its right to challenge a confidentiality designation by electing not to mount  
15 a challenge promptly after the original designation is disclosed.

16       6.2   Meet and Confer. The Challenging Party shall initiate the dispute resolution  
17 process by providing written notice of each designation it is challenging and describing the  
18 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
19 written notice must recite that the challenge to confidentiality is being made in accordance  
20 with this specific paragraph of the Protective Order. The parties shall attempt to resolve  
21 each challenge in good faith and must begin the process by conferring directly (in voice to  
22 voice dialogue; other forms of communication are not sufficient) within 14 days of the date  
23 of service of notice. In conferring, the Challenging Party must explain the basis for its  
24 belief that the confidentiality designation was not proper and must give the Designating  
25 Party an opportunity to review the designated material, to reconsider the circumstances,  
26 and, if no change in designation is offered, to explain the basis for the chosen designation.  
27 A Challenging Party may proceed to the next stage of the challenge process only if it has  
28

1 engaged in this meet and confer process first or establishes that the Designating Party is  
2 unwilling to participate in the meet and confer process in a timely manner.

3       6.3    Judicial Intervention. If the Parties cannot resolve a challenge without court  
4 intervention, the Designating Party shall file and serve a motion to retain confidentiality  
5 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)  
6 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing  
7 that the meet and confer process will not resolve their dispute, whichever is earlier. Each  
8 such motion must be accompanied by a competent declaration affirming that the movant  
9 has complied with the meet and confer requirements imposed in the preceding paragraph.  
10 Failure by the Designating Party to make such a motion including the required declaration  
11 within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
12 designation for each challenged designation. In addition, the Challenging Party may file a  
13 motion challenging a confidentiality designation at any time if there is good cause for doing  
14 so, including a challenge to the designation of a deposition transcript or any portions  
15 thereof. Any motion brought pursuant to this provision must be accompanied by a  
16 competent declaration affirming that the movant has complied with the meet and confer  
17 requirements imposed by the preceding paragraph.

18       The burden of persuasion in any such challenge proceeding shall be on the  
19 Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to  
20 harass or impose unnecessary expenses and burdens on other parties) may expose the  
21 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality  
22 designation by failing to file a motion to retain confidentiality as described above, all  
23 parties shall continue to afford the material in question the level of protection to which it is  
24 entitled under the Producing Party's designation until the court rules on the challenge.

25      7.     ACCESS TO AND USE OF PROTECTED MATERIAL

26       7.1    Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-Party in connection with this case only  
28 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material

1 may be disclosed only to the categories of persons and under the conditions described in  
2 this Order. When the litigation has been terminated, a Receiving Party must comply with  
3 the provisions of section 15 below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a location  
5 and in a secure manner that ensures that access is limited to the persons authorized under  
6 this Order.

7 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise  
8 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
9 may disclose any information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
12 disclose the information for this litigation and who have signed the “Acknowledgment and  
13 Agreement to Be Bound” that is attached hereto as Exhibit A;

14 (b) the officers, directors, and employees (including House Counsel) of the  
15 Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
16 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (c) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this litigation and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, and  
22 Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
23 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (f) during their depositions, witnesses in the action to whom disclosure is  
25 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
26 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
27 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal

1 Protected Material must be separately bound by the court reporter and may not be disclosed  
2 to anyone except as permitted under this Stipulated Protective Order.

3 (g) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information.

5 **7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"**  
6 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
7 Designating Party, a Receiving Party may disclose any information or item designated  
8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

9 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information for this litigation and who have signed the "Acknowledgment and  
12 Agreement to Be Bound" that is attached hereto as Exhibit A;

13 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
14 necessary for this litigation, (2) who have signed the "Acknowledgment and Agreement to  
15 Be Bound" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2),  
16 below, have been followed];

17 (c) the court and its personnel;

18 (d) court reporters and their staff, professional jury or trial consultants, and  
19 Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
20 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

21 (e) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information.

23 **7.4 Procedures for Approving or Objecting to Disclosure of "HIGHLY**  
24 **CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items to Designated**  
25 **House Counsel or Experts.**

26 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the  
27 Designating Party, a Party that seeks to disclose to Designated House Counsel any  
28 information or item that has been designated "HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY" pursuant to paragraph 7.3(b) first must make a written  
 2 request to the Designating Party that (1) sets forth the full name of the Designated House  
 3 Counsel and the city and state of his or her residence, and (2) describes the Designated  
 4 House Counsel's current and reasonably foreseeable future primary job duties and  
 5 responsibilities in sufficient detail to determine if House Counsel is involved, or may  
 6 become involved, in any competitive decision-making.

7                         (a)(2) Unless otherwise ordered by the court or agreed to in writing by the  
 8 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any  
 9 information or item that has been designated "HIGHLY CONFIDENTIAL –  
 10 ATTORNEYS' EYES ONLY" pursuant to paragraph 7.3(c) first must make a written  
 11 request to the Designating Party that (1) identifies the general categories of "HIGHLY  
 12 CONFIDENTIAL – ATTORNEYS' EYES ONLY" information that the Receiving Party  
 13 seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the  
 14 city and state of his or her primary residence, and (3) attaches a copy of the Expert's  
 15 current resume, including his employment in his or her areas of expertise, including in  
 16 connection with a litigation, at any time during the preceding five years, and (by name and  
 17 number of the case, filing date, and location of court) any litigation in connection with  
 18 which the Expert has offered expert testimony, including through a declaration, report, or  
 19 testimony at a deposition or trial, during the preceding five years.

20                         (b) A Party that makes a request and provides the information specified in the  
 21 preceding respective paragraphs may disclose the subject Protected Material to the  
 22 identified Designated House Counsel or Expert unless, within 7 days of delivering the  
 23 request, the Party receives a written objection from the Designating Party. Any such  
 24 objection must set forth in detail the grounds on which it is based.

25                         (c) A Party that receives a timely written objection must meet and confer with  
 26 the Designating Party (through direct voice to voice dialogue) to try to resolve the matter  
 27 by agreement within seven days of the written objection. If no agreement is reached, the  
 28 Party seeking to make the disclosure to Designated House Counsel or the Expert may file a

1 motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if  
 2 applicable) seeking permission from the court to do so. Any such motion must describe the  
 3 circumstances with specificity, set forth in detail the reasons why the disclosure to  
 4 Designated House Counsel or the Expert is reasonably necessary, assess the risk of harm  
 5 that the disclosure would entail, and suggest any additional means that could be used to  
 6 reduce that risk. In addition, any such motion must be accompanied by a competent  
 7 declaration describing the parties' efforts to resolve the matter by agreement (i.e., the extent  
 8 and the content of the meet and confer discussions) and setting forth the reasons advanced  
 9 by the Designating Party for its refusal to approve the disclosure.

10       In any such proceeding, the Party opposing disclosure to Designated House Counsel  
 11 or the Expert shall bear the burden of proving that the risk of harm that the disclosure  
 12 would entail (under the safeguards proposed) outweighs the Receiving Party's need to  
 13 disclose the Protected Material to its Designated House Counsel or Expert.

14       8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
 15       **OTHER LITIGATION**

16       If a Party is served with a subpoena or a court order issued in other litigation that  
 17 compels disclosure of any information or items designated in this action as  
 18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that  
 19 Party must:

20               (a) promptly notify in writing the Designating Party. Such notification shall  
 21 include a copy of the subpoena or court order;

22               (b) promptly notify in writing the party who caused the subpoena or order to  
 23 issue in the other litigation that some or all of the material covered by the subpoena or  
 24 order is subject to this Protective Order. Such notification shall include a copy of this  
 25 Stipulated Protective Order; and

26               (c) cooperate with respect to all reasonable procedures sought to be pursued by  
 27 the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 7 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

## 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

1       12. MISCELLANEOUS

2       12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
 3 to seek its modification by the court in the future.

4       12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
 5 Order no Party waives any right it otherwise would have to object to disclosing or  
 6 producing any information or item on any ground not addressed in this Stipulated  
 7 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
 8 evidence of any of the material covered by this Protective Order.

9       12.3 Filing Protected Material. Without written permission from the Designating  
 10 Party or a court order secured after appropriate notice to all interested persons, a Party may  
 11 not file in the public record in this action any Protected Material. A Party that seeks to file  
 12 under seal any Protected Material must comply with Civil Local Rule 79-5. Protected  
 13 Material may only be filed under seal pursuant to a court order authorizing the sealing of  
 14 the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order  
 15 will issue only upon a request establishing that the Protected Material at issue is privileged,  
 16 protectable as a trade secret, or otherwise entitled to protection under the law. If a  
 17 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule  
 18 79-5(e) is denied by the court, then the Receiving Party may file the Protected Material in  
 19 the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise instructed by the  
 20 court.

21       13. FINAL DISPOSITION

22       Within 60 days after the final disposition of this action, as defined in paragraph 4,  
 23 each Receiving Party must return all Protected Material to the Producing Party or destroy  
 24 such material. As used in this subdivision, "all Protected Material" includes all copies,  
 25 abstracts, compilations, summaries, and any other format reproducing or capturing any of  
 26 the Protected Material. Upon written request of a Party, the Receiving Party must submit a  
 27 written certification to the Producing Party (and, if not the same person or entity, to the  
 28 Designating Party) within 21 days of such written request that (1) identifies (by category,

where appropriate) all the Protected Material that was returned or destroyed in accordance with this provision and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

## IT IS SO ORDERED.

Dated: February 25, 2016

Hon. Jay C. Gandhi  
United States Magistrate Judge

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I read in its entirety and understand the Stipulated Protective Order that was issued by United States District Court for the Central District of California on [date] in the case of **GUS GROUP, INTERNATIONAL, Inc. v. UNITED STATES LUGGAGE COMPANY, d/b/a SOLO** Civil Action No.: 8:15-cv-01232-CJC-JCG . I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]